

EXHIBIT 52

**Redacted Excerpts of
Plaintiffs' Answers to
Defendant Zuffa, LLC's First
Set of Interrogatories to
Plaintiffs and Plaintiffs'
Verifications**

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Cung Le, Nathan Quarry, Jon Fitch, Luis Javier Vazquez,
Brandon Vera and Kyle Kingsbury*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera,
Luis Javier Vazquez, and Kyle Kingsbury, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

Zuffa, LLC, d/b/a Ultimate Fighting
Championship and UFC,

Defendant.

Case No. 2:15-cv-01045-RFB-(PAL)

**ANSWERS TO DEFENDANT ZUFFA,
LLC'S FIRST SET OF
INTERROGATORIES TO
PLAINTIFFS LE, QUARRY, FITCH,
VERA, VAZQUEZ AND KINGSBURY**

Plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and
Kyle Kingsbury, ("**Plaintiffs**"), through the undersigned counsel, hereby responds to Defendant
Zuffa, LLC's ("**Zuffa**" or "**UFC**") First Set of Interrogatories, dated July 22, 2016, as follows:

PRELIMINARY STATEMENT

The following responses are made solely for the purpose of and in relation to the
captioned lawsuit. These responses are given without prejudice to Plaintiffs' right to produce
evidence of any subsequently discovered or recalled facts, and Plaintiffs reserve the right to

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20 **INTERROGATORY NO. 2 (Common and Individual Answers):**

21 For each **AGREEMENT** signed between **YOU** and any **COMBAT SPORTS**
22 **PROMOTER**, including **ZUFFA**, **IDENTIFY** every provision or term that **YOU** negotiated or
23 attempted to negotiate and the result of that negotiation.

24 **ANSWER:**

25 In addition to the General Objections set forth above, Plaintiffs respond to Interrogatory
26 No. 2 as follows:

27 **Plaintiffs' Common Response:**
28

1 The vast majority of the contractual provisions in each of the contracts that Plaintiffs and
 2 other UFC Fighters entered into with Zuffa were non-negotiable. Zuffa presented each
 3 agreement basically on a take it or leave it basis, with negotiations only at the margins if at all.

4 **Plaintiff Fitch:**

5 Plaintiff Fitch entered into three main kinds of agreements with Zuffa: an Exclusive
 6 Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”),
 7 Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and
 8 one or more Bout Agreements (together, the “Fitch Contracts”).¹ As explained in greater detail in
 9 response to Interrogatory No. 3 below, the Fitch Contracts made Zuffa the exclusive promoter of
 10 Plaintiff Fitch’s bouts, and granted certain ancillary rights (together with Zuffa’s other Fighter
 11 Contracts) to Zuffa, which impaired the incentives and ability of rival promoters to contract with
 12 UFC Fighters, including Plaintiff Fitch.

13 [REDACTED]
 14 [REDACTED] Plaintiff Fitch attempted to negotiate purse levels with Zuffa,
 15 but was not successful.

16 Plaintiff Fitch also attempted to negotiate the terms of the merchandising agreement and
 17 video game addendum with Zuffa. [REDACTED]

18 [REDACTED]
 19 [REDACTED] Plaintiff Fitch attempted to negotiate a limited term to these assignments of
 20 likeness rights. The UFC released Plaintiff Fitch as a result of Plaintiff Fitch’s attempt to
 21 negotiate these agreements.

22 On November 19, 2008, following Plaintiff Fitch’s attempt to negotiate these provisions,
 23 Zuffa sent Fitch a letter notifying him of his release from the UFC. [REDACTED]

24 [REDACTED] member of the American Kickboxing Academy
 25 (“AKA”), a team of Fighters including Plaintiff Fitch that sparred and trained together at a well-
 26

27 ¹ “‘Bout Agreement’ means a contract between a UFC Fighter and Zuffa, or its affiliates, which
 28 designates, among other things, the opponent, weight class, and date of a scheduled bout.” CC ¶
 27(a).

1 known gym in San Jose, California. [REDACTED]
2 [REDACTED]
3 [REDACTED]

4 [REDACTED] Plaintiff Fitch relented [REDACTED]
5 [REDACTED] and signed the agreements. On November 21, 2008,
6 immediately after Plaintiff Fitch executed the agreements, Zuffa notified Plaintiff Fitch that it
7 had rescinded his release from the UFC.

8 **Plaintiff Kingsbury:**

9 Plaintiff Kingsbury entered into three main kinds of agreements with Zuffa: an Exclusive
10 Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”),
11 Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and
12 one or more Bout Agreements (together, the “Kingsbury Contracts”). As explained in greater
13 detail in response to Interrogatory No. 3 below, the Kingsbury Contracts made Zuffa the
14 exclusive promoter of Plaintiff Kingsbury’s bouts, and granted certain ancillary rights to Zuffa,
15 which (together with Zuffa’s other Fighter Contracts) impaired the incentives and ability of rival
16 promoters to contract with UFC Fighters, including Plaintiff Kingsbury.

17 The vast majority of the contractual provisions in each of the Kingsbury Contracts, and
18 Zuffa’s Contracts with Fighters generally, were non-negotiable. Zuffa presented each agreement
19 basically on a take it or leave it basis, with negotiations only at the margins if at all.

20 [REDACTED]
21 [REDACTED] Prior to his fighting with the UFC, during the years 2006 and
22 2007, Plaintiff Kingsbury had negotiated compensation with two regional promotions, Rage In
23 the Cage and with the King of the Cage promotions; Plaintiff Kingsbury was able to negotiate a
24 higher percentage of revenue earned through ticket sales at these promotions.

25 The UFC told Plaintiff Kingsbury that the Kingsbury Contracts, and Zuffa’s Fighter
26 contracts generally, were “non-negotiable” and offered on a “take it or leave it basis” so Plaintiff
27 Kingsbury did not attempt to negotiate the terms of his UFC agreements.
28

Plaintiff Le:

Plaintiff Le entered into three main kinds of agreements with Zuffa: an Exclusive Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”), Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and one or more Bout Agreements (together, the “Le Contracts”). As explained in greater detail in response to Interrogatory No. 3 below, the Le Contracts made Zuffa the exclusive promoter of Plaintiff Le’s bouts, and granted certain ancillary rights to Zuffa, which (together with Zuffa’s other Fighter Contracts) impaired the incentives and ability of rival promoters to contract with UFC Fighters, including Plaintiff Le.

The vast majority of the contractual provisions in each of the Le Contracts were non-negotiable. Zuffa presented each agreement basically on a take it or leave it basis, with negotiations only at the margins if at all.

Plaintiff Le attempted to negotiate Pay Per View (PPV) points with Zuffa, an arrangement where Plaintiff Le would receive part of the revenues for PPV events, and Zuffa told him [REDACTED] Plaintiff Le was not successful in these negotiations.

Plaintiff Quarry:

Plaintiff Quarry entered into three main kinds of agreements with Zuffa: an Exclusive Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”), Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and one or more Bout Agreements (together, the “Quarry Contracts”). As explained in greater detail in response to Interrogatory No. 3 below, As explained in greater detail in response to Interrogatory No. 3 below, the Quarry Contracts made Zuffa the exclusive promoter of Plaintiff Quarry’s bouts, and granted certain ancillary rights to Zuffa, which (together with Zuffa’s other

1 Fighter Contracts) impaired the incentives and ability of rival promoters to contract with UFC
2 Fighters, including Plaintiff Quarry.

3 The vast majority of the contractual provisions in the Quarry Contracts, and Zuffa's
4 contracts with Fighters, were non-negotiable. Zuffa presented each agreement basically on a take
5 it or leave it basis, with negotiations only at the margins if at all. Plaintiff Quarry attempted to
6 negotiate Zuffa's requirement that the Fighter assign his likeness rights, which, *inter alia*, allow
7 Zuffa to merchandise Fighter images for no compensation. Zuffa rebuffed Quarry's attempt to
8 strike out this provision. [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 Zuffa initially agreed to pay Quarry purses of [REDACTED] for participating in a bout, and
12 another [REDACTED] for prevailing. Plaintiff Quarry subsequently requested additional compensation.
13 Zuffa advised Quarry that the UFC would increase his compensation scale to match that of
14 another UFC Fighter, [REDACTED], raising his pay to [REDACTED] for participating in a bout, and an
15 additional [REDACTED] for prevailing. [REDACTED]

16 [REDACTED] Plaintiff Quarry attempted to
17 negotiate further increases in his compensation, but despite his efforts, Plaintiff Quarry was not
18 successful in negotiating his bout purses beyond this point.

19 Zuffa excluded Plaintiff Quarry from the UFC video game Zuffa had licensed for the year
20 2009, but included Plaintiff Quarry's sponsors in the video game for which Plaintiff Quarry
21 received no compensation. Zuffa included Plaintiff Quarry in the 2010 video game, which was
22 on shelves at least until the next version of the video game came out in February 2012, but did
23 not compensate Quarry for using his likeness in the video game.

24 As with many other UFC Fighters, Quarry tried to negotiate sponsorship agreements, but
25 because Zuffa's contracts required Zuffa's consent, he was unsuccessful because Zuffa never
26 consented. For example, Quarry tentatively secured a sponsorship from the "Ultimate Fighting
27 Warehouse," but Zuffa President Dana White refused to consent, and thus Quarry lost the
28

1 sponsorship. Quarry also attempted to negotiate a sponsorship from a local level promotion in
 2 the Portland area called “Sport Fight,” which White also rejected, and thus Quarry lost that as
 3 well. Quarry also tentatively secured the first shoe sponsorship from “And-1,” a basketball shoe
 4 manufacturer. Zuffa said it would consent only if And-1 agreed to pay Zuffa a sponsorship tax,
 5 which And-1 refused, causing Quarry to lose that opportunity. Additionally, Zuffa included
 6 Quarry’s sponsors in the video game without compensating Quarry.

7 **Plaintiff Vazquez:**

8 Plaintiff Vazquez entered into three main kinds of agreements with Zuffa: an Exclusive
 9 Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”),
 10 Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and
 11 Bout Agreements (together, the “Vazquez Contracts”). As explained in greater detail in response
 12 to Interrogatory No. 3 below, the Vazquez Contracts made Zuffa the exclusive promoter of
 13 Plaintiff Vazquez’s bouts, and granted certain ancillary rights to Zuffa, which (together with
 14 Zuffa’s other Fighter Contracts) impaired the incentives and ability of rival promoters to contract
 15 with UFC Fighters, including Plaintiff Vazquez.

16 The vast majority of the contractual provisions in each of the Vazquez Contracts, and
 17 Zuffa’s contracts with Fighters generally, were non-negotiable. Zuffa presented each agreement
 18 basically on a take it or leave it basis, with negotiations only at the margins if at all.

19 [REDACTED]
 20 [REDACTED] As explained below Plaintiff Vazquez attempted to negotiate
 21 his compensation with Zuffa but was unsuccessful.

22 Plaintiff Vazquez was successful in negotiating the compensation he was paid by the
 23 WEC. Plaintiff Vazquez negotiated a pay increase in his WEC contract from a structure that paid
 24 [REDACTED] to fight, and [REDACTED] win bonus, to one that gave him [REDACTED] for each. Plaintiff Vazquez
 25 also negotiated for a [REDACTED] signing bonus with the WEC.

26 Plaintiff Vazquez attempted to negotiate for a signing bonus with the UFC, and was
 27 rebuffed. Plaintiff Vazquez attempted to negotiate the ancillary rights provisions in his UFC
 28

1 contract. This attempt was not successful. [REDACTED]
2 [REDACTED]
3 [REDACTED]

4 **Plaintiff Vera:**

5 Plaintiff Vera entered into three main kinds of agreements with Zuffa: an Exclusive
6 Promotional and Ancillary Rights Agreement (“Promotion and Ancillary Rights Agreement”),
7 Merchandising and Ancillary Rights Agreements (“Merchandising Rights Agreements”), and
8 Bout Agreements (together, the “Vera Contracts”). As explained in greater detail in response to
9 Interrogatory No. 3 below, the Vera Contracts made Zuffa the exclusive promoter of Plaintiff
10 Vera’s bouts for a period of time, and granted certain ancillary rights to Zuffa, which (together
11 with Zuffa’s other Fighter Contracts) impaired the incentives and ability of rival promoters to
12 contract with UFC Fighters, including Plaintiff Vera.

13 The vast majority of the contractual provisions in each of the Vera Contracts, and Zuffa’s
14 contracts with UFC Fighters more generally, were non-negotiable. Zuffa presented each
15 agreement basically on a take it or leave it basis, with negotiations only at the margins if at all.

16 [REDACTED]
17 [REDACTED] Plaintiff Vera attempted to negotiate his compensation,
18 asking for more money per bout. Zuffa informed Plaintiff Vera that his compensation was non-
19 negotiable. Plaintiff Vera, who fights as a heavyweight and needs more room on an airplane than
20 an averaged sized male, also attempted to negotiate for business-class airfare, but Zuffa denied
21 his request. In or about 2006, Plaintiff Vera successfully negotiated a signing bonus of [REDACTED]
22 with Zuffa to re-sign following the expiration of his initial Zuffa Promotion and Ancillary Rights
23 Agreement.

24 In October 2005, Zuffa offered Vera a contract for The Ultimate Fighter, a television
25 reality series produced by Zuffa. Zuffa rejected his attempt to make modifications to the contract,
26 and he was told he would not be on the show simply because Vera attempted to negotiate
27 contractual terms.
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20 DATED: _September 16, 2016

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12 *Javier Vazquez, Brandon Vera and Kyle Kingsbury*
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VERIFICATION

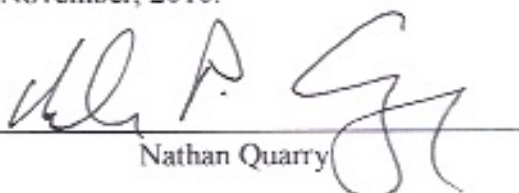
My name is Nathan Quarry. I am one of the named Plaintiffs in the action captioned Le et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFF NATHAN QUARRY

I believe this document to be true and accurate with respect to statements based on my personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the United States that these answers are true and correct. Executed on the 14th day of November, 2016.


Nathan Quarry

VERIFICATION

My name is Luis Javier Vazquez. I am one of the named Plaintiffs in the action captioned Le et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFF LUIS JAVIER VAZQUEZ

I believe this document to be true and accurate with respect to statements based on my personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the United States that these answers are true and correct. Executed on the 14th day of November, 2016.

Luis Javier Vazquez

VERIFICATION

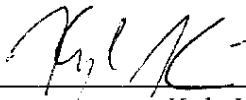
My name is Kyle Kingsbury. I am one of the named Plaintiffs in the action captioned Le
et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

**FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF
INTERROGATORIES TO PLAINTIFF KYLE KINGSBURY**

I believe this document to be true and accurate with respect to statements based on my
personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true
and correct.

I declare under penalty of perjury under the laws of the United States that these answers
are true and correct. Executed on the 14th day of November, 2016.



Kyle Kingsbury

VERIFICATION

My name is Jon Fitch. I am one of the named Plaintiffs in the action captioned Le et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFF JON FITCH

I believe this document to be true and accurate with respect to statements based on my personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the United States that these answers are true and correct. Executed on the 14th day of November, 2016.



Jon Fitch

VERIFICATION

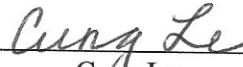
My name is Cung Le. I am one of the named Plaintiffs in the action captioned Le et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFF CUNG LE

I believe this document to be true and accurate with respect to statements based on my personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the United States that these answers are true and correct. Executed on the 14th day of November, 2016.


Cung Le

VERIFICATION

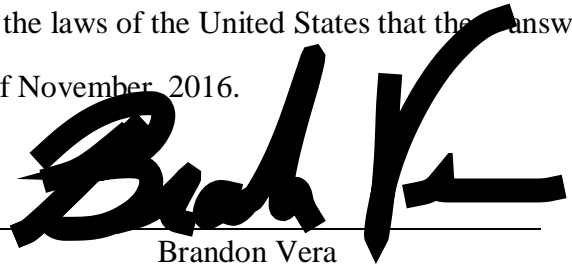
My name is Brandon Vera. I am one of the named Plaintiffs in the action captioned Le et al. v. Zuffa, LLC, Case No. 2:15-cv-01045-RFB-PAL (D. Nev.).

I have reviewed the following document:

FIRST AMENDED ANSWERS TO DEFENDANT ZUFFA, LLC'S FIRST SET OF INTERROGATORIES TO PLAINTIFF BRANDON VERA

I believe this document to be true and accurate with respect to statements based on my personal knowledge. Otherwise, I am informed and believe that the matters stated therein are true and correct.

I declare under penalty of perjury under the laws of the United States that the answers are true and correct. Executed on the 14th day of November, 2016.



Brandon Vera